

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Joshua Schainbaum Yocheved E. Schainbaum aka Yocheved E. Strauss	<u>Debtors</u>	CHAPTER 13
Nationstar Mortgage LLC	<u>Movant</u>	NO. 15-11089 ELF
vs.		
Joshua Schainbaum Yocheved E. Schainbaum aka Yocheved E. Strauss	<u>Debtors</u>	11 U.S.C. Section 362
William C. Miller Esq.	<u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$1,933.95, which breaks down as follows;

Post-Petition Payments:	October 2016 through December 2016 at \$644.65
<b>Total Post-Petition Arrears</b>	<b>\$1,933.95</b>

2. The Debtors shall cure said arrearages in the following manner;
  - a). Beginning January 2016 and continuing through June 2016, until the arrearages are cured, Debtors shall pay the present regular monthly payment of \$644.65 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$322.32 towards the arrearages on or before the last day of each month at the address below;

Nationstar Mortgage LLC  
Attn: Bankruptcy Department  
P.O. BOX 619094  
Dallas, TX 75261  
877-343-5602

3. c). Maintenance of current monthly mortgage payments to the Movant thereafter.
3. Should debtors provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtors and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the

default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order<sup>7</sup> granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 8, 2016

By: /s/ Denise Carlon, Esquire  
Denise Carlon, Esquire  
Attorneys for Movant  
KML Law Group, P.C.  
Main Number: (215) 627-1322

Date: Dec 11, 2016

  
David M. Offen Esq.  
Attorney for Debtors

Approved by the Court this 22nd day of December, 2016. However, the court retains discretion regarding entry of any further order.

  
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Bankruptcy Judge  
Eric L. Frank